

|  |  |   |  |  |  |                            |  |
|--|--|---|--|--|--|----------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 250) |  | RATING   |  | PAGE 1 OF 1 PAGES          |  |
| 2. CONTRACT NO.  |  | 3. SOLICITATION NO.<br>DE-RP06-96RL13529                  |  | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |  | 5. DATE ISSUED<br>07/19/96 |  |
|  |  |   |  | 6. REQUISITION/PURCHASE NO.<br>06-96RL13529.000  |  |                            |  |
| ISSUED BY  |  | CODE  |  | 8. ADDRESS OFFER TO (If other than Item 7)   |  |                            |  |
| U.S. Department of Energy<br>Richland Operations Office<br>P.O. Box 550, A7-80, Richland, WA 99352 |  |   |  |  |  |                            |  |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L, Paragraph 4 until 4:00 local time 08/19/96  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

|                           |                         |   |
|---------------------------|-------------------------|---|
| 10. FOR INFORMATION CALL: | A. NAME<br>Ryan Kilbury | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>509-373-9758 |
|---------------------------|-------------------------|---|

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.21116-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |                       |                       |                       |               |
|---|-----------------------|-----------------------|-----------------------|---------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)   | 10 CALENDAR DAYS<br>% | 20 CALENDAR DAYS<br>% | 30 CALENDAR DAYS<br>% | CALENDAR DAYS |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:) | AMENDMENT NO.         | DATE                  | AMENDMENT NO.         | DATE          |
|   | 1                     | 7/23/96               |                       |               |
|   | 2                     | 8/8/96                |                       |               |

|  |  |  |
|--|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR<br>EnviroIssues<br>720 Olive Way, Suite 1625<br>Seattle, WA 98101 | CODE<br>FACILITY   | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print)<br>Patricia J. Serie<br>President |
| 15B. TELEPHONE NO. (Include area code)<br>206-343-7701   | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 17. SIGNATURE<br><i>Patricia J. Serie</i>  |
|  |  | 18. OFFER DATE<br>8-16-96  |

**AWARD (To be completed by Government)**

|   |   |  |
|---|---|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED   | 20. AMOUNT<br>\$366,000   | 21. ACCOUNTING AND APPROPRIATION<br>89X0242.91 EW602006; EW701002 252                                |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 235 (c) ( ) |   | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)<br>ITEM<br>See Block 7 |
| 24. ADMINISTERED BY (If other than Item 7)<br>CODE  | 25. PAYMENT WILL BE MADE BY<br>SEE BLOCK 7  | 26. NAME OF CONTRACTING OFFICER (Type or print)<br>RICHARD A. PUTHOFF                                |
|   | 27. UNITED STATES OF AMERICA<br><i>Richard A. Puthoff</i><br>(Signature of Contracting Officer) | 28. AWA<br>9   |

Standard Form 28, or by other authorized official written notice.

SECTION B  
SUPPLIES OR SERVICES

B-1 SERVICES BEING PROCURED

The contractor shall provide all labor, supplies, equipment, office facilities (unless otherwise provided by the Government as stated elsewhere in this contract) and otherwise do all activity necessary for, and incident to, the performance of work set forth in the Statement of Work, Section C.

B-2 PRICING

THE CONTRACT LINE ITEM NUMBER (CLIN) PRICES ARE AS FOLLOWS

CLIN 1 BASIC CONTRACT PERIOD  
FIRST PERFORMANCE YEAR

Total Fixed Price Per Month \$ 30,500.00

OPTION PERIODS

CLIN 2  
Total Fixed Price Per Month, Second Performance Year \$ 31,300.00

CLIN 3  
Total Fixed Price Per Month, Third Performance Year \$ 32,200.00

CLIN 4  
Total Fixed Price Per Month, Fourth Performance Year \$ 32,500.00

The above contract price is exclusive of reimbursable travel expenses described in Section H-5, Travel. Contract Clause I-79, Option to Extend the Term of the Contract (FAR 52.217-9) permits the government, by written notice, to unilaterally extend the contract in 12-month increments within 30 days of the expiration of the contract.

## SECTION C

### STATEMENT OF WORK ADMINISTRATIVE MANAGEMENT AND FACILITATION SERVICES FOR HANFORD ADVISORY BOARD

#### BACKGROUND

The Hanford Advisory Board (HAB), a Federal Advisory Committee advising the U.S. Department of Energy, was formally established in December 1993. The HAB consists of 32 volunteer members representing a variety of local and regional interests.

The HAB plays a key role in producing meaningful and effective involvement of the key interest in Hanford cleanup decisions. The goal of the HAB is to develop consensus recommendations and advice for DOE or convey to DOE the various points of view expressed by all HAB members.

The HAB operates using committees, task forces, and consensus. It addresses major Hanford policy issues. An independent chairperson, with the assistance of an Executive Committee, leads HAB. The HAB and its committees hold regularly scheduled meetings. The HAB usually holds its meetings in the Tri-Cities (Pasco, Richland, Kennewick), Washington; but occasionally meetings have been held in Seattle or Spokane, Washington, or Portland, Oregon. HAB usually holds 8-12 two-day Executive Committee meetings and 40-50 one-day committee and/or task force meetings throughout a given year. Some meetings are held via video teleconferencing. Evening meetings are not unusual.

#### SCOPE OF WORK

The contractor shall provide professional administrative management and facilitation services to support the business of HAB consistent with the requirements of this Statement of Work. The contractor shall provide the services using a minimum number of experienced personnel in order to mitigate disruptions to HAB, and to achieve maximum continuity and effectiveness in support of HAB.

#### TASK 1

The contractor shall act as the office manager and assistant to HAB. The contractor shall:

- Assist the HAB chairperson and committee chairpersons in setting meeting schedules and agendas for HAB, its committees and task forces; draft documents and develop background information and prepare outlines for executives or other HAB members to use;

- Determine when new procedures are needed for changing situations and devise and implement alternatives; revise or clarify procedures to eliminate conflict or duplication;
- Identify and resolve various problems that affect the orderly flow of work in transactions with parties outside HAB;
- Serve as Executive Secretary at HAB and HAB committee meetings;
- Arrange for appropriate presentations for HAB meetings;
- Assist HAB members with information requests;
- Coordinate and distribute reports for HAB;
- Coordinate participation by parties to the Tri-Party Agreement (US Department of Energy, US Environmental Protection Agency and Washington State agencies) in HAB meetings, on issues and other applicable HAB business as appropriate;
- Coordinate with third parties providing other support services for HAB meetings (i.e., audio/visual, logistical, travel, etc.);
- Develop and distribute pre-meeting mailings to members;
- Prepare and distribute meeting announcements;
- Transmit consensus advice; track and record agency responses; maintain correspondence files of HAB;
- Prepare HAB and Committee meeting minutes;
- Serve as the point of contact for general information requests regarding HAB and committee meeting dates, agendas, and copies of prior work products of HAB;
- Advise individuals outside HAB on HAB's views on major policies or current issues facing HAB;
- Contact or respond to contact from high-ranking outside officials (e.g., city or state officials, members of Congress, union representatives, business representatives, etc.);
- Integrate needs and time constraints of volunteer HAB members.

#### DELIVERABLES

- Prepare and distribute a report/official record to HAB members, the public and DOE describing the discussion, outstanding issues, accomplishments and action items or commitments made at each HAB sponsored event.

- Prepare/distribute, with assistance from HAB chairperson/designees, an annual progress report, including an executive summary, of HAB activities.
- Assist HAB chairperson with other work products.
- Prepare a report to encompass the annual evaluation conducted by HAB members and other interested agencies and the action plan for continuous improvement.

## TASK 2

The contractor shall provide facilitation services to HAB.

### DELIVERABLES

- Facilitate/lead HAB meetings in order to achieve objectives.
- Employ conflict/problem/dispute resolution techniques in order to reach consensus.
- Employ decision making techniques in order to reach consensus and achieve objectives.

## TASK 3

The contractor shall identify, recommend, and subcontract for independent technical experts in the following categories in support of HAB:

- budget process and priority setting
- public policy analysis
- waste management facilities and alternatives
- environmental restoration facilities and alternatives
- environmental and natural resource issues
- health and safety issues both on and off-site
- land use and economic development issues

The contractor shall obtain written approval from the DOE Contracting Officer or his/her designee prior to awarding any contract for such technical experts. The contractor shall collaborate with DOE to assure that the technical experts are available as needed and are provided the information necessary to adequately prepare them for support to HAB.

#### **DELIVERABLE**

The contractor shall provide a list of potential experts on specific subject matter when requested by HAB. The contractor shall assure that reports provided by the technical experts are provided to HAB members, the public and DOE at the conclusion of the independent experts' work.

#### **TASK 4**

The contractor shall assist the HAB chairperson in keeping HAB focused on major policy issues, and help ensure that HAB members adhere to the Charter, operating procedures and ground rules; assist members with changes in the process as appropriate; assist the chairperson and HAB in resolving disputes and striving for HAB consensus and consensus among the DOE, EPA, and Washington State agencies; maintain a working knowledge and general overview of HAB's working committees and working groups, including on-going assessment of members needs, deadlines and work goals.

SECTION D  
PACKAGING AND MARKING

This section is reserved.

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be performed by the Contracting Officer or designated representative for all work performed under this contract.



SECTION F

DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

The period of performance for the services specified in Section C of this contract is one year beginning on October 1, 1996, through September 30, 1997, with three (3) one-year options.

F-2 PRINCIPLE PLACE OF PERFORMANCE AND DELIVERY

The principle place of performance of this Contract shall be in the Tri-Cities (Pasco, Richland or Kennewick) Washington, and other locations approved by the Contracting Officer or his/her designee.

Initial  
10/1/96 - 9/30/97

Option 1  
10/1/97 - 9/30/98

Option 2  
10/1/98 - 9/30/99

Option 3  
10/1/99 - 9/30/2000

SECTION G

CONTRACT ADMINISTRATION

**G-1 REPRESENTATIONS AND CERTIFICATIONS**

The Representations and Certifications dated August 16, 1996, for Request For Proposal DE-RP06-96RL13529 are hereby incorporated into this contract.

**G-2 CONTRACT ADMINISTRATION**

The contractor shall use the following Government contact as the point for all matters regarding this contract, except technical matters:

(a) DOE Contracting Officer

The Contracting Officer (CO) identified below shall be the point of contact under this contract for all contractual matters, except technical matters:

Marcia N. Roske  
U.S. Department of Energy  
Richland Operations Office  
Procurement Division, A7-80  
Attn: Contracting Officer  
P.O. Box 550  
Richland, Washington 99352

As stated in Section H-2, **MODIFICATION AUTHORITY**, the CO is the only individual authorized on behalf of the Government to accept nonconforming work, waive any requirement of this contract, or modify any term or condition of this contract.

(b) Correspondence

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following:

- (1) Technical Correspondence: The CO may designate a Contracting Officer's Representative (COR) by written notification to the contractor. Correspondence between the contractor and any designated COR will be limited to the performance of work under the contract and implementation of technical direction as defined in this contract at Section H-1, Contracting Officer's Representative (COR, Technical Direction, with copies of all such correspondence being provided to the CO.
- (2) Other Correspondence: All correspondence related to contractual matters, other than technical correspondence, shall be addressed to the CO.

**G-3 INVOICE SUBMISSION**

Invoices shall be submitted monthly for services rendered in the manner specified on Standard Form 33, Contract Award. To constitute a proper invoice, the invoice must include sufficient information in which to effect payment and be consistent with contract Sections B-2, Pricing; and H-5, Travel.

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H-1 CONTRACTING OFFICER'S REPRESENTATIVE (COR), TECHNICAL DIRECTION

1. Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR).  
  
The term "technical direction" is defined to include, without limitation:
  - (a) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - (b) Provision of written information to the Contractor which assists in the interpretation of technical portions of the work description.
  - (c) Review and, where required by the contract, approval of technical reports and technical information to be delivered by the Contractor to the Government under the contract.
2. Technical direction must be within the Statement of Work stated in the contract. The COR does not have the authority to issue any technical direction which:
  - (a) Constitutes an assignment of additional work outside the Statement of Work;
  - (b) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (c) In any manner causes an increase or decrease in the time required for contract performance;
  - (d) Changes any of the express terms, conditions or specifications of the contract; or
  - (e) Interferes with the Contractor's right to perform in accordance with the contract.
3. All technical directions shall be issued in writing.
4. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this Article and within his authority under the provision of this Article.

If, in the opinion of the Contractor, any instruction or direction falls within one of the categories defined in paragraphs 2.(a) through 2.(e) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within thirty (30) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- (a) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (b) Inform the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
- (c) Advise the Contractor within a reasonable time that the Government will issue a written change order.

5. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the statement of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes" of this contract.

## **H-2 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- (a) Accept nonconforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

## **H-3 CONFIDENTIAL INFORMATION**

All personnel to be employed in the performance of work under this contract will be required to sign a confidentiality certificate prior to performance.

## **H-4 DEAR 952.212-72 UNIFORM REPORTING SYSTEM**

Contractor shall prepare and submit (postage prepaid) the plans and reports indicated on the DOE For 1332.1, Reporting Requirements Checklist or amendments to this checklist including Part III, Section J, Attachment 4 of this contract, to the addresses and in the specified number of copies as designated in the attachment to the checklist. The Contractor shall prepare the specified plans and reports in accordance with the formats and structure

set forth in DOE Order 1332.1A, or any later version in effect on the effective date of the contract. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that the data submitted by the subcontractor to the contractor is timely and compatible with the data elements that the Contractor is responsible for submitting to DOE. Plans and reports submitted in compliance with the clause are in addition to any other reporting requirements.

#### **H-5 TRAVEL AND PER DIEM**

The Contractor shall be reimbursed for transportation, lodging, and per diem in accordance with acceptable travel cost principles outlined in Federal Acquisition Regulation 31.205-46. In submitting claims, the Contractor shall provide itemized records of travel fares, lodging, and other expenses being claimed. Prior approval of the Contracting Officer or his/her designee must be obtained prior to travel.

#### **H-6 DEAR 970.5204-42 KEY PERSONNEL**

It having been determined that the employees whose names appear in Section J, Appendix 3, or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this contract, the contractor agrees to assign such employees or persons to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the contract, the contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

#### **H-7 ASSIGNMENT**

The Government (Department of Energy, Richland Operations Office) reserves the right to assign this contract to any Federal agency or onsite contractor for contract administration. The assignment in no way changes the contract provisions or requirements. DOE also reserves the right to have the contract returned to the Richland Operations Office for contract administration during the contract period of performance. Written notice will be provided to the Contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

## PART II

### Contract Clauses

## DOE List 301S — Firm-Fixed Price Service Contracts

1. FAR 52.252-2 Clauses Incorporated by Reference (JUN 1988)  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
2. FAR 52.202-1 Definitions  
(OCT 1995)  
DEAR 952.202-1  
(APR 1994)
3. FAR 52.203-3 Gratuities (APR 1984)
4. FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)
5. FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (OCT 1995)
6. FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)
7. FAR 52.203-9 Requirement for Certificate of Procurement Integrity—Modification (SEP 1995)
8. FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
9. FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)  
This clause is applicable only if the price, including any fee, exceeds \$100,000.
10. FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper (MAY 1995)
11. DEAR 952.208-70 Printing (APR 1984)
12. FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
13. FAR 52.211-5 New Material (MAY 1995)
14. FAR 52.214-26 Audit and Records-Sealed Bidding (OCT 1995)  
This clause applies if the contract was awarded through the use of sealed bidding if the contract amount exceeds the threshold at FAR 15.804-2(a)(1) for submission of cost or pricing data.

15. FAR 52.214-27 Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding (OCT 1995)  
This clause applies to this contract if the contract was awarded through the use of sealed bidding.
16. FAR 52.214-28 Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding (OCT 1995)  
This clause applies to this contract if the contract was awarded through the use of sealed bidding.
17. FAR 52.214-29 Order of Precedence—Sealed Bidding (JAN 1986)  
This clause applies to contracts resulting from a sealed bid solicitation.
18. FAR 52.215-2 Audit and Records—Negotiation (OCT 1995)
19. FAR 52.215-22 Price Reduction for Defective Cost or Pricing Data (OCT 1995)
20. FAR 52.215-23 Price Reduction for Defective Cost or Pricing Data—Modifications (OCT 1995)
21. FAR 52.215-24 Subcontractor Cost or Pricing Data (OCT 1995)
22. FAR 52.215-25 Subcontractor Cost or Pricing Data—Modifications (OCT 1995)
23. FAR 52.215-26 Integrity of Unit Prices (OCT 1995), Alternate I (APR 1991)  
Alternate I applies if the contract is not the result of full and open competition.
24. FAR 52.215-27 Termination of Defined Benefit Pension Plans (MAR 1996)
25. FAR 52.215-33 Order of Precedence (JAN 1986)  
This clause applies to this contract if the contract was negotiated.
26. FAR 52.215-40 Notification of Ownership Changes (FEB 1995)  
This clause applies if certified cost or pricing data have been submitted or if any preaward or postaward cost determination is subject to FAR subpart 31.2.
27. FAR 52.215-42 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (OCT 1995)
28. FAR 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)
29. FAR 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (OCT 1995), Alternate I (OCT 1995)  
Alternate I applies when contracting by sealed bidding rather than by negotiation.
30. FAR 52.219-16 Liquidated damages 196-Subcontracting Plan (OCT 1995)  
This clause applies to this contract only if (1) the total firm-fixed-price is in excess of \$500,000, and (2) a Pub. L. 95-507 subcontracting plan is required by this contract.
31. FAR 52.222-1 Notice to the Government of Labor Disputes (APR 1984)
32. FAR 52.222-3 Convict Labor (APR 1984)



33. FAR 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation (JUL 1995)  
Applicable to the extent laborers or mechanics are utilized for the contract effort.
34. FAR 52.222-26 Equal Opportunity (APR 1984)
35. FAR 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)  
This clause is applicable if the price is \$1,000,000 or greater.
36. FAR 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
37. FAR 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
38. FAR 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
39. FAR 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)  
Applicable to the extent service employees are utilized for the contract effort as such employees are defined in Department of Labor regulations at Title 29, Code of Federal Regulations, Part 4.
40. FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)  
Applicable to the extent the Service Contract Act is applicable.
41. FAR 52.223-2 Clean Air and Water (APR 1984)  
This clause applies to this contract only if the price is (a) in excess of \$100,000; (b) a facility to be used has been the subject of a conviction under the applicable portion of the Air Act (42 U.S.C. 7413(c)(1)) or the Water Act (33 U.S.C. 1319(c)) and is listed by EPA as a violating facility; or (c) the acquisition is not exempt under FAR 23.104.
42. FAR 52.223-6 Drug-Free Workplace (JUL 1990)
43. FAR 52.223-14 Toxic Chemical Release Reporting (OCT 1995)
44. FAR 52.225-3 Buy American Act—Supplies (JAN 1989)
45. FAR 52.225-19 European Union Sanction for Services (Jan 1996)  
Applicable to All Power Marketing Administration Awards and Other Awards Less than \$176,000.
46. FAR 52.227-1. Authorization and Consent (JUL 1995)
47. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
48. DEAR 952.227-9 Refund of Royalties (MAR 1995)
49. DEAR 952.227-11 Patent Rights-Retention by the Contractor (Short Form) (MAR 1995)  
This clause applies only if the contractor is a domestic small business or domestic nonprofit organization at the time of award.
50. DEAR 952.227-13 Patent Rights—Acquisition by the Government (MAR 1995)

This clause applies to this contract unless the contractor is a domestic small business or domestic nonprofit organization at the time of award.

- 51. FAR 52.227-14 Rights in Data—General, Alternates I and V (JUN 1987)  
This clause applies to this contract unless the clause at FAR 52.227-17 is chosen elsewhere in this contract.
- 52. FAR 52.227-16 Additional Data Requirements (JUN 1987)  
This clause does not apply to this contract if the contract is for the conduct of basic or applied research, as set out elsewhere in this contract, to be performed solely by a college or university, and the estimated cost is not in excess of \$500,000.
- 53. FAR 52.227-17 Rights in Data—Special Works (JUN 1987)  
This clause applies to this contract only if chosen elsewhere in the contract.
- 54. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
- 55. FAR 52.229-3 Federal, State, and Local Taxes (JAN 1991)
- 56. FAR 52.229-5 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (APR 1994)
- 57. FAR 52.232-1 Payments (APR 1984)
- 58. FAR 52.232-8 Discounts for Prompt Payment (APR 1989)
- 59. FAR 52.232-11 Extras (APR 1984)
- 60. FAR 52.232-17 Interest (JAN 1991)
- 61. FAR 52.232-23 Assignment of claims (JAN 1986)
- 62. FAR 52.232-25 Prompt Payment (APR 1989)
- 63. FAR 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)
- 64. FAR 52.233-1 Disputes (OCT 1995), Alternate I (DEC 1991)
- 65. FAR 52.233-3 Protest After Award (OCT 1995)
- 66. FAR 52.242-13 Bankruptcy (JUL 1995)
- 67. FAR 52.242-15 Stop-Work Order (AUG 1989)
- 68. FAR 52.243-1 Changes—Fixed-Price (AUG 1987), Alternate I (APR 1984)
- 69. FAR 52.244-1 Subcontracts (Fixed-Price Contracts) (FEB 1995)  
This clause applies only if the price of this contract exceeds \$500,000.
- 70. FAR 52.244-5 Competition in Subcontracting (JAN 1996)
- 71. FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)

- 72. DEAR 952.245-2 Government Property (Fixed-Price Contracts) (DEC 1989)
- 73. FAR 52.246-4 Inspection of Services-Fixed-Price (FEB 1992)
- 74. FAR 52.246-16 Responsibility for Supplies (APR 1984)
- 75. FAR 52.247-63 Preference For U.S.-Flag Air Carriers (APR 1984)
- 76. FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUL 1995)
- 77. FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 1984)
- 78. FAR 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

SECTION I

ADDITIONAL CLAUSES

I-79 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (VARIATION) (MAR 1989)

- (a) The Government shall have the unilateral option of extending the term of this contract in 12-month increments by written notice to the Contractor within 30 calendar days prior to expiration of the contract. The Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

SECTION J

LIST OF ATTACHMENTS

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

| <u>Attachment</u> | <u>Title</u>                 |
|-------------------|------------------------------|
| 1                 | Wage Determination           |
| 2                 | Staffing Plan                |
| 3                 | Confidentiality Certificates |

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

*Alan L. Moss*  
Alan L. Moss  
Director

*Division of Wage Determinations*  
Division of  
Wage Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2569  
Revision No.: 3  
Date of Last Revision: 08/09/1995

State(s): Oregon, Washington

Area: OREGON COUNTIES OF BAKER, GRANT, HARNEY, MALHEUR, MORROW, UMATILLA,  
UNION, WALLOWA, WHEELER.  
WASHINGTON COUNTIES OF BENTON, FRANKLIN, WALLA WALLA, YAKIMA

**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\***

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

|   |          |
|---|----------|
| 01011 Accounting Clerk I                      | \$ 7.20  |
| 01012 Accounting Clerk II                     | \$ 8.00  |
| 01013 Accounting Clerk III                    | \$ 9.53  |
| 01014 Accounting Clerk IV                     | \$ 11.50 |
| 030 Court Reporter                            | \$ 10.01 |
| 01050 Dispatcher, Motor Vehicle               | \$ 8.30  |
| 01060 Document Preparation Clerk              | \$ 8.30  |
| 01090 Duplicating Machine Operator            | \$ 8.30  |
| 01110 Film/Tape Librarian                     | \$ 8.61  |
| 01115 General Clerk I                         | \$ 6.75  |
| 01116 General Clerk II                        | \$ 7.50  |
| 01117 General Clerk III                       | \$ 8.50  |
| 01118 General Clerk IV                        | \$ 9.53  |
| 01120 Housing Referral Assistant              | \$ 11.74 |
| 01131 Key Entry Operator I                    | \$ 7.73  |
| 01132 Key Entry Operator II                   | \$ 8.58  |
| 01191 Order Clerk I                           | \$ 7.73  |
| 01192 Order Clerk II                          | \$ 9.58  |
| 01220 Order Filler                            | \$ 10.90 |
| 01261 Personnel Assistant<br>(Employment) I   | \$ 8.50  |
| 01262 Personnel Assistant<br>(Employment) II  | \$ 9.53  |
| 01263 Personnel Assistant<br>(Employment) III | \$ 10.01 |
| 01264 Personnel Assistant<br>(Employment) IV  | \$ 11.74 |
| 01270 Production Control Clerk                | \$ 11.74 |
| 01290 Rental Clerk                            | \$ 8.61  |
| 01300 Scheduler, Maintenance                  | \$ 8.61  |
| 01311 Secretary I                             | \$ 8.61  |
| 01312 Secretary II                            | \$ 10.01 |
| 313 Secretary III                             | \$ 11.74 |
| 314 Secretary IV                              | \$ 12.62 |
| 01315 Secretary V                             | \$ 14.04 |
| 01320 Service Order Dispatcher                | \$ 8.61  |
| 01341 Stenographer I                          | \$ 9.02  |
| 01342 Stenographer II                         | \$ 10.87 |
| 01400 Supply Technician                       | \$ 12.62 |

**FURNITURE MAINTENANCE AND REPAIR:**

|                                   |          |
|-----------------------------------|----------|
| 09010 Electrostatic Spray Painter | \$ 15.28 |
| 09040 Furniture Handler           | \$ 10.29 |
| 09070 Furniture Refinisher        | \$ 15.28 |
| 09100 Furniture Refinisher Helper | \$ 12.22 |
| 09110 Furniture Repairer, Minor   | \$ 13.67 |
| 09130 Upholsterer                 | \$ 15.28 |

**GENERAL SERVICES AND SUPPORT:**

|                                    |          |
|------------------------------------|----------|
| 11030 Cleaner, Vehicles            | \$ 8.31  |
| 11060 Elevator Operator            | \$ 8.31  |
| 11090 Gardener                     | \$ 11.74 |
| 11121 Housekeeping Aide I          | \$ 8.31  |
| 11122 Housekeeping Aide II         | \$ 8.96  |
| 11150 Janitor                      | \$ 8.31  |
| 11180 Laborer                      | \$ 8.31  |
| 11210 Laborer, Grounds Maintenance | \$ 9.22  |
| 11240 Maid or Houseman             | \$ 8.02  |
| 11270 Pest Controller              | \$ 12.41 |
| 11300 Refuse Collector             | \$ 8.31  |
| 11360 Window Cleaner               | \$ 9.22  |

**HEALTH:**

|   |          |
|---|----------|
| 12010 Ambulance Driver                  | \$ 10.43 |
| 12040 Emergency Medical Technician      | \$ 10.43 |
| 12070 Licensed Practical Nurse          | \$ 9.33  |
| 12100 Medical Assistant                 | \$ 8.34  |
| 12130 Medical Laboratory Technician     | \$ 8.34  |
| 12160 Medical Record Clerk              | \$ 8.34  |
| 12190 Medical Record Technician         | \$ 11.57 |
| 12220 Nursing Assistant                 | \$ 7.43  |
| 12250 Pharmacy Technician               | \$ 10.40 |
| 12280 Phlebotomist                      | \$ 8.34  |
| 12311 Registered Nurse I                | \$ 11.57 |
| 12312 Registered Nurse, II              | \$ 14.14 |
| 12313 Registered Nurse II, Specialist   | \$ 14.14 |
| 12314 Registered Nurse III              | \$ 17.10 |
| 12315 Registered Nurse III, Anesthetist | \$ 17.10 |
| 12316 Registered Nurse IV               | \$ 20.50 |

**INFORMATION AND ARTS:**

|                               |          |
|-------------------------------|----------|
| 13002 Audiovisual Librarian   | \$ 12.45 |
| 13011 Exhibits Specialist I   | \$ 10.79 |
| 13012 Exhibits Specialist II  | \$ 12.86 |
| 13013 Exhibits Specialist III | \$ 14.11 |
| 13041 Illustrator I           | \$ 10.79 |
| 13042 Illustrator II          | \$ 12.86 |
| 13043 Illustrator III         | \$ 14.11 |
| 13050 Library Technician      | \$ 10.61 |
| 13071 Photographer I          | \$ 10.79 |
| 13072 Photographer II         | \$ 12.86 |
| 13073 Photographer III        | \$ 14.11 |
| 13074 Photographer IV         | \$ 15.66 |
| 13075 Photographer V          | \$ 17.38 |

|   |          |
|---|----------|
| 23430 Heavy Equipment Mechanic            | \$ 16.08 |
| 23460 Instrument Mechanic                 | \$ 16.08 |
| 23500 Locksmith                           | \$ 15.28 |
| 23530 Machinery Maintenance Mechanic      | \$ 16.08 |
| 23550 Machinist, Maintenance              | \$ 16.08 |
| 23580 Maintenance Trades Helper           | \$ 12.22 |
| 23640 Millwright                          | \$ 16.08 |
| 23700 Office Appliance Repairer           | \$ 15.28 |
| 23740 Painter, Aircraft                   | \$ 15.28 |
| 23760 Painter, Maintenance                | \$ 15.28 |
| 23790 Pipefitter, Maintenance             | \$ 16.08 |
| 23800 Plumber, Maintenance                | \$ 15.28 |
| 23820 Pneudraulic Systems Mechanic        | \$ 16.08 |
| 23850 Rigger                              | \$ 16.08 |
| 23870 Scale Mechanic                      | \$ 14.47 |
| 23890 Sheet-metal Worker,<br>Maintenance  | \$ 16.08 |
| 23910 Small Engine Mechanic               | \$ 14.47 |
| 23930 Telecommunications Mechanic I       | \$ 16.08 |
| 23940 Telecommunications Mechanic II      | \$ 16.88 |
| 23950 Telephone Lineman                   | \$ 16.08 |
| 23960 Welder, Combination,<br>Maintenance | \$ 16.08 |
| 23965 Well Driller                        | \$ 16.08 |
| 23970 Woodcraft Worker                    | \$ 16.08 |
| 23980 Woodworker                          | \$ 13.02 |

**SONAL NEEDS:**

|                            |          |
|----------------------------|----------|
| 24570 Child Care Attendant | \$ 8.34  |
| 24600 Chore Aide           | \$ 8.02  |
| 24630 Homemaker            | \$ 11.57 |

**PLANT AND SYSTEM OPERATION:**

|                                      |          |
|--------------------------------------|----------|
| 25010 Boiler Tender                  | \$ 16.08 |
| 25040 Sewage Plant Operator          | \$ 15.28 |
| 25070 Stationary Engineer            | \$ 16.08 |
| 25190 Ventilation Equipment Tender   | \$ 12.22 |
| 25210 Water Treatment Plant Operator | \$ 15.28 |

**PROTECTIVE SERVICE:**

|                              |          |
|------------------------------|----------|
| 27004 Alarm Monitor          | \$ 9.60  |
| 27010 Court Security Officer | \$ 16.91 |
| 27040 Detention Officer      | \$ 16.91 |
| 27070 Firefighter            | \$ 14.87 |
| 27101 Guard I                | \$ 7.65  |
| 27102 Guard II               | \$ 9.60  |
| 27130 Police Officer         | \$ 18.95 |

**TECHNICAL:**

|                                    |          |
|------------------------------------|----------|
| 29020 Archeological Technician     | \$ 15.38 |
| 29030 Cartographic Technician      | \$ 15.38 |
| 29040 Civil Engineering Technician | \$ 15.38 |
| 29061 Drafter I                    | \$ 10.27 |
| 29062 Drafter II                   | \$ 11.55 |
| 29063 Drafter III                  | \$ 12.82 |
| 29064 Drafter IV                   | \$ 15.38 |
| 29070 Embalmer                     | \$ 14.14 |
| 29081 Engineering Technician I     | \$ 10.27 |



month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 10 years; 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility.  
(Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

TABLE 1. STAFFING PLAN

Company Name: EnviroIssues

| POSITION TITLE                       | NAME(S)        | YEARS AT CURRENT JOB | YEARS IN BUSINESS |
|--------------------------------------|----------------|----------------------|-------------------|
| Lead Facilitator and Project Manager | Patricia Serie | 6                    | 20                |
| Facilitator                          | Louise Dessen  | 5                    | 23                |
| Lead Administrator                   | Amy Grotefendt | 3                    | 5                 |

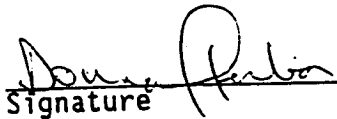
Company Name: Technical Resources International, Inc. (subcontractor)

| POSITION TITLE         | NAME(S)       | YEARS AT CURRENT JOB | YEARS IN BUSINESS |
|------------------------|---------------|----------------------|-------------------|
| Administrative Support | Colette Casey | 1                    | 7                 |
|                        | Donna Sterba  | 4                    | 17                |

CONFIDENTIALITY STATEMENT

TO: Chairperson

In anticipation of my involvement in the Hanford Advisory Board (HAB) formed to discuss various sensitive issues, I certify that I will not disclose, either during the board proceedings or subsequent time, any information concerning sensitive subjects, to anyone who is not also authorized access to the information as designated by the chairperson. I will report to the Chairperson any communication concerning such subjects and the Board's activities directed to me from any source outside the board.

  
Signature

Donna Sterba  
Name (Printed)

8/12/46  
Date

CONFIDENTIALITY STATEMENT

TO: Chairperson

In anticipation of my involvement in the Hanford Advisory Board (HAB) formed to discuss various sensitive issues, I certify that I will not disclose, either during the board proceedings or subsequent time, any information concerning sensitive subjects, to anyone who is not also authorized access to the information as designated by the chairperson. I will report to the Chairperson any communication concerning such subjects and the Board's activities directed to me from any source outside the board.

Colette Calapista Casey  
Signature

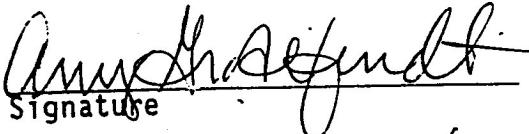
Colette Calapista Casey  
Name (Printed)

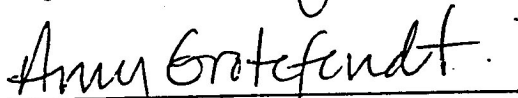
5/12/96  
Date


CONFIDENTIALITY STATEMENT

TO: Chairperson

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Signature


  
Name. (Printed)

  
Date

CONFIDENTIALITY STATEMENT

TO: Chairperson

In anticipation of my involvement in the Hanford Advisory Board (HAB) formed to discuss various sensitive issues, I certify that I will not disclose, either during the board proceedings or subsequent time, any information concerning sensitive subjects, to anyone who is not also authorized access to the information as designated by the chairperson. I will report to the Chairperson any communication concerning such subjects and the Board's activities directed to me from any source outside the board.

  
Signature

PATRICIA J. SERIE  
Name. (Printed)

8/16/96  
Date